

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
CHILD AND FAMILY SERVICES AGENCY (CFSA)  
SOLICITATION, OFFER, AND AWARD  
SECTION A**

|                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. ISSUED BY/ADDRESS OFFER TO:<br><br><b>District of Columbia Child and Family Services Agency (CFSA)<br/>Contracts and Procurement Administration (Bid Room)</b><br>955 L'Enfant Plaza, SW, North Building, Suite 5200<br>Washington, DC 20024 | 2. PAGE OF PAGES:<br><b>1 OF 69</b><br>3. CONTRACT NUMBER:<br><br>4. SOLICITATION NUMBER:<br><b>CFSA-10-I-0007</b><br>5. DATE ISSUED:<br><b>June 25, 2010</b><br>6. OPENING DATE/CLOSING DATE & TIME:<br><b>June 25, 2010 / July 9, 2010 @ 2:00 PM (EST) local time</b> |
| 7. TYPE OF SOLICITATION:<br><input checked="" type="checkbox"/> <b>SEALED BID (IFB)</b><br><input type="checkbox"/> <b>NEGOTIATION (RFP)</b>                                                                                                    | 8. DISCOUNT FOR PROMPT PAYMENT:                                                                                                                                                                                                                                         |
| NOTE: IN SEALED BID SOLICITATION "OFFER AND OFFEROR" MEANS "BID AND BIDDER"                                                                                                                                                                     |                                                                                                                                                                                                                                                                         |

**SOLICITATION**

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in block one (1), or if hand carried, in the depository located in block one (1) until **CLOSING DATE -2:00 PM (EST)**  
**CAUTION:** LATE Submission, Modifications and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.

|                      |                                              |                                            |                                                                                      |
|----------------------|----------------------------------------------|--------------------------------------------|--------------------------------------------------------------------------------------|
| 10. INFORMATION CALL | NAME:<br>Linda Thomas<br>Contract Specialist | TELEPHONE NUMBER:<br><b>(202) 724-7548</b> | B. E-MAIL ADDRESS:<br><a href="mailto:lindar.thomas@dc.gov">lindar.thomas@dc.gov</a> |
|----------------------|----------------------------------------------|--------------------------------------------|--------------------------------------------------------------------------------------|

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**OFFER (TO BE COMPLETED BY OFFEROR)**

12. In compliance with the above, the undersigned agrees, if the offer is accepted within **90** calendar days (unless a different period is inserted by the offeror) from the date for receipt of offers specified above, that with respect to all terms and conditions by the CFSA under "AWARD" below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

|                                                                                                                                                                 |         |      |                                                                          |  |                  |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|------|--------------------------------------------------------------------------|--|------------------|--|
| 13. ACKNOWLEDGEMENT OF AMENDMENTS<br>(The offeror acknowledge receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): |         |      | AMENDMENT NO:                                                            |  | DATE:            |  |
|                                                                                                                                                                 |         |      |                                                                          |  |                  |  |
| 14. NAME AND ADDRESS OF OFFEROR:                                                                                                                                |         |      | 15. NAME AND TITLE OF PERSONAL AUTHORIZED TO SIGN OFFER: (Type or Print) |  |                  |  |
| 14A. TELEPHONE NUMBER:                                                                                                                                          |         |      | 15A. SIGNATURE:                                                          |  | 15B. OFFER DATE: |  |
| AREA CODE:                                                                                                                                                      | NUMBER: | EXT: |                                                                          |  |                  |  |

**AWARD (To be completed by the CFSA)**

|                                                                                                            |  |                                    |  |
|------------------------------------------------------------------------------------------------------------|--|------------------------------------|--|
| 16. ACCEPTED AS TO THE FOLLOWING ITEMS:                                                                    |  | 17. AWARD AMOUNT:                  |  |
| 18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT)<br><b>Tara Sigamoni, Agency Chief Contracting Officer</b> |  | 19. CONTRACTING OFFICER SIGNATURE: |  |
|                                                                                                            |  | 20. AWARD DATE:                    |  |

IMPORTANT NOTICE: AWARD WILL BE MADE ON THIS FORM, OR ON CFSA FORM 26, OR BY OTHER AUTHORIZED OFFICIAL WRITTEN NOTICE

**SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

- B.1** The Government of the District of Columbia, Child and Family Agency (CFSA), Contracts and Procurement Administration (CPA) is seeking a contractor to provide clinical family therapy services to identify issues related to family stability and preservation to adoption matters and to provide a pre and post permanency services for children with goal of adoption/guardianship specified in Section C in the solicitation.
- B.2** The District contemplates award of an Indefinite Delivery Indefinite Quantity (IDIQ) contract with firm fixed unit prices specified in Section B – Pricing Schedule.

**B.3 INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT**

This is an IDIQ contract for the supplies or services specified, and effective for the period stated.

- a) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, Section G.7. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum quantity of 75 as specified in Contract Line Item Numbers (CLINs) 0001, 1001, 2001, 3001 and 4001. The District will order at least the minimum quantity of 55 as specified in CLINs 0001, 1001, 2001, 3001 and 4001.
  - b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
  - c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the contractor shall not be required to make any deliveries under this contract after the expiration date of the contract.
- B.4** A bidder responding to this solicitation must submit with its bid, a notarized statement detailing any subcontracting plan required by law. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

**B.4 PRICE SCHEDULE – IDIQ****B.4.1 BASE YEAR**

| AGGREGATE GROUP 1: Clinical Family Therapy Services cited in Section C.1 through C.7.9 |                                                |                  |                  |          |              |                    |
|----------------------------------------------------------------------------------------|------------------------------------------------|------------------|------------------|----------|--------------|--------------------|
| CLIN                                                                                   | Description                                    | Minimum Quantity | Maximum Quantity | Unit     | Unit Price   | Total Price        |
| 0001                                                                                   | Clinical Services Family Therapy               | 55               | 75               | Families | \$_____      | \$_____            |
| 0002                                                                                   | Additional Counseling Session                  | 1                | 1682             | Session  | \$_____      | \$_____            |
| 0003                                                                                   | Mileage Transportation Cost (See Section C.15) | 10               | 2,245            | miles    | \$_____ .050 | \$ <u>1,122.50</u> |
|                                                                                        |                                                |                  |                  |          | TOTAL PRICE  | \$_____            |

| AGGREGATE GROUP 2: Post Permanency Services cited in Section C.8 through C.16.3 |                          |                  |                  |          |            |              |
|---------------------------------------------------------------------------------|--------------------------|------------------|------------------|----------|------------|--------------|
| CLIN                                                                            | Description              | Minimum Quantity | Maximum Quantity | Unit     | Unit Price | Total Amount |
| 0004                                                                            | Post Permanency Services | 1                | 1682             | Families | \$_____    | \$_____      |

**B.4.2 OPTION YEAR ONE (1)****AGGREGATE GROUP 1: Clinical Family Therapy Services cited in Section C.1 through C.7.9**

| CLIN | Description                                    | Minimum Quantity | Maximum Quantity | Unit     | Unit Price   | Total Price        |
|------|------------------------------------------------|------------------|------------------|----------|--------------|--------------------|
| 1001 | Clinical Services Family Therapy               | 55               | 75               | Families | \$_____      | \$_____            |
| 1002 | Additional Counseling Session                  | 1                | 1682             | Session  | \$_____      | \$_____            |
| 1003 | Mileage Transportation Cost (See Section C.15) | 10               | 2,245            | miles    | \$_____ .050 | \$ <u>1,122.50</u> |
|      |                                                |                  |                  |          | TOTAL PRICE  | \$_____            |

**AGGREGATE GROUP 2: Post Permanency Services cited in Section C.8 through C.16.3**

| CLIN | Description              | Minimum Quantity | Maximum Quantity | Unit     | Unit Price | Total Amount |
|------|--------------------------|------------------|------------------|----------|------------|--------------|
| 1004 | Post Permanency Services | 1                | 1682             | Families | \$_____    | \$_____      |

**B.4.3 OPTION YEAR TWO (2)****AGGREGATE GROUP 1: Clinical Family Therapy Services cited in Section C.1 through C.7.9**

| CLIN | Description                                    | Minimum Quantity | Maximum Quantity | Unit     | Unit Price   | Total Price      |
|------|------------------------------------------------|------------------|------------------|----------|--------------|------------------|
| 2001 | Clinical Services Family Therapy               | 55               | 75               | Families | \$_____      | \$_____          |
| 2002 | Additional Counseling Session                  | 1                | 1682             | Session  | \$_____      | \$_____          |
| 2003 | Mileage Transportation Cost (See Section C.15) | 10               | 2,245            | miles    | \$_____ .050 | \$_____ 1,122.50 |
|      |                                                |                  |                  |          | TOTAL PRICE  | \$_____          |

**AGGREGATE GROUP 2: Post Permanency Services cited in Section C.8 through C.16.3**

| CLIN | Description              | Minimum Quantity | Maximum Quantity | Unit     | Unit Price  | Total Amount |
|------|--------------------------|------------------|------------------|----------|-------------|--------------|
| 2004 | Post Permanency Services | 1                | 1682             | Families | \$_____     | \$_____      |
|      |                          |                  |                  |          | TOTAL PRICE | \$_____      |

**B.4.4 OPTION YEAR THREE (3)****AGGREGATE GROUP 1: Clinical Family Therapy Services cited in Section C.1 through C.7.9**

| CLIN | Description                                    | Minimum Quantity | Maximum Quantity | Unit     | Unit Price   | Total Price      |
|------|------------------------------------------------|------------------|------------------|----------|--------------|------------------|
| 3001 | Clinical Services Family Therapy               | 55               | 75               | Families | \$_____      | \$_____          |
| 3002 | Additional Counseling Session                  | 1                |                  | Session  | \$_____      | \$_____          |
| 3003 | Mileage Transportation Cost (See Section C.15) | 10               | 2,245            | miles    | \$_____ .050 | \$_____ 1,122.50 |
|      |                                                |                  |                  |          | TOTAL PRICE  | \$_____          |

**AGGREGATE GROUP 2: Post Permanency Services cited in Section C.8 through C.16.3**

| CLIN | Description              | Minimum Quantity | Maximum Quantity | Unit     | Unit Price  | Total Amount |
|------|--------------------------|------------------|------------------|----------|-------------|--------------|
| 3004 | Post Permanency Services | 1                | 1682             | Families | \$_____     | \$_____      |
|      |                          |                  |                  |          | TOTAL PRICE | \$_____      |

**B.4.5 OPTION YEAR FOUR (4)**

| AGGREGATE GROUP 1: Clinical Family Therapy Services cited in Section C.1 through C.7.9 |                                  |                  |                  |          |               |                    |
|----------------------------------------------------------------------------------------|----------------------------------|------------------|------------------|----------|---------------|--------------------|
| CLIN                                                                                   | Description                      | Minimum Quantity | Maximum Quantity | Unit     | Unit Price    | Total Price        |
| 4001                                                                                   | Clinical Services Family Therapy | 55               | 75               | Families | \$ _____      | \$ _____           |
| 4002                                                                                   | Additional Counseling Session    | 1                | 1682             | Session  | \$ _____      | \$ _____           |
| 4003                                                                                   | Mileage Transportation Cost      | 10               | 2,245            | miles    | \$ _____ .050 | \$ <u>1,122.50</u> |
|                                                                                        |                                  |                  |                  |          | TOTAL PRICE   | \$ _____           |

| AGGREGATE GROUP 2: Post Permanency Services cited in Section C.8 through C.16.3 |                          |                  |                  |          |             |              |
|---------------------------------------------------------------------------------|--------------------------|------------------|------------------|----------|-------------|--------------|
| CLIN                                                                            | Description              | Minimum Quantity | Maximum Quantity | Unit     | Unit Price  | Total Amount |
| 4004                                                                            | Post Permanency Services | 1                | 1682             | Families | \$ _____    | \$ _____     |
|                                                                                 |                          |                  |                  |          | TOTAL PRICE | \$ _____     |

**\*\*\*\*END OF SECTION B\*\*\*\***

**SECTION C: SPECIFICATIONS/WORK STATEMENT****C.1 SCOPE OF WORK – CLINICAL FAMILY THERAPY SERVICES: AGGREGATE GROUP 1**

- C.1.1 The Contractor shall provide short term Integration Family Therapy for seventy-five (75) children in the District of Columbia foster care system that have been matched with a prospective adoptive/guardians families for the purpose of achieving permanency. The goal of Integration Family Therapy is to help the family to incorporate children into the family and to help the family function as a cohesive unit. This can be accomplished by helping the parents identify and master the special tasks related to parenting children who exhibit issues pertaining to abuse, neglect and/or family trauma.
- C.1.2 The Contractor shall provide clinical services for fifty-five (55) children and their families, who have finalized an adoption/guardianship petition of a child from the District of Columbia foster care system. The goal of the specialized clinical service is to identify issues specifically related to adoption/guardianship; and to provide support and services designed to stabilize and preserve the family.
- C.1.3 The Contractor shall conduct a two (2) hour evaluation (if needed) and nine (9), fifty-five (55) minute sessions of family therapy (if needed) over a period of three months for a maximum total of one-hundred thirty (130) families and children. This service shall also include limited case management, such as telephone consultations and staffing.
- C.1.4 The Contractor shall provide services at a designated facility that is owned and/or operated by the contractor or in the home of the family. The facility site must meet health and safety requirements of the jurisdiction in which they are located.
- C.1.5 The Contractor shall be reimbursed 0.50 per mile, per home visit. The contractor shall maintain individual mileage records for all services provided. A copy of the mileage record shall be attached to all monthly invoices.

**C.2 FACE-TO-FACE COUNSELING**

- C.2.1 The Contractor shall provide face-to-face counseling to all persons who are currently or were previously involved in the adoption/guardianship process in the District of Columbia.
- C.2.2 The Contractor shall provide individual, family, and group counseling to clients as it relates to issues regarding adoption/guardianship and family related issues.
- C.2.3 The Contractor shall ensure that all Counselors are professionally trained and can make appropriate referrals to professional experts on psychological issues related to adoptions/guardianship, such as reactive attachment disorder.



- C.2.4 The Contractor shall identify and provide a list of therapist to CFSA that will provide therapeutic services, such as Attachment and Family Therapy to the identified population.
- C.2.5 The Contractor shall refer the child, children and families to the appropriate service providers for non adoption related therapeutic concerns and services. Children and Families should be referred to therapeutic provides who accept District of Columbia and or Maryland Medicaid.

#### **C.4 GROUP MEETINGS/SUPPORT GROUPS/ADVOCACY**

- C.4.1 The Contractor shall provide staff to facilitate all group meetings and to ensure that meetings maintain focus.
- C.4.2 The Contractor shall provide adequate space to allow children and families the opportunity to discuss issues as they relate to adoption, guardianship, birth family search, rejection, grief and loss, and abandonment issues.
- C.4.3 The Contractor shall facilitate such group meetings for children and families.
- C.4.4 The Contractor shall be responsible for providing information about various Adoption/Guardianship and reunion support groups.
- C.4.5 The Contactor shall advocate on behalf of clients and families to address issues identified by the family.
- C.4.6 Contractor shall submit a written request to extend the provision of services prior to the ninth sessions, if it recognizes that additional services are needed to continue to address adoption/guardianship related issues.
- C.4.7 Contractor shall refer the children and families for ongoing clinical services, if it recognizes that additional services are needed to address their non adoption/guardianship therapeutic issues, to be pre-approved by the CA.

#### **C.5 REPORTING REQUIREMENTS**

- C.5.1 Contactor shall provide a monthly report by 10th of the following month which shall include the following: number of referrals, number of new clients, number of on-going cases, number of cases closed, reason for closure, type of service provided to each client, number of clients receiving in home therapy, number of clients referred for outside therapeutic services and the number of clients that require an extension of services.
- C.5.2 The Contractor shall submit a comprehensive written annual report to the CA within 30 days after the end of the contract period. The report shall be sufficiently comprehensive and, at a minimum, shall include the following:
- A narrative on the progress made in delivering the proposed clinical services.
  - Statistics regarding the number of children and families seen during the life of the contract and

any other information deemed relevant to report to CFSA.

- Any concerns or suggestions that would assist in providing more comprehensive services to the children and families.

- C.5.4 When the last day that a report/deliverable is due falls on a weekend, holiday or day when the District of Columbia Government is closed, the report/deliverable is due the next working day. Where the method of delivery is faxed, the Contractor shall fax the reports to the CA specified in Section G.9. The Contractor has the option of delivering hard copies by hand-delivery, but must obtain confirmation of receipt; regular mail is not acceptable (See section G.2 for location). Contractor also has the option of delivering a soft copy via e-mail to [Trantina.Waugh@dc.gov](mailto:Trantina.Waugh@dc.gov) and [Theodore.Reynolds@dc.gov](mailto:Theodore.Reynolds@dc.gov).
- C.5.6 Unusual Incidents: An unusual incident is defined as any event affecting staff or Clients significantly different from the regular course of events or established procedures. Within one (1) hour of the occurrence of an unusual incident that meets the definition for mandatory reporting, Contractor will report the incident by telephone or facsimile, and follow-up within twenty- four (24) hours with a detailed written report, to the CFSA Administrator, Out of Home and Permanency Administration.

## **C.7 STAFF REQUIREMENT**

- C.7.1 The Contractor shall ensure that the staff possess a understanding of the laws, rules, and the policies and procedures that govern adoption, guardianship and the Child Welfare System. The Contractor shall ensure that the staff is knowledgeable of all current services and interventions that maybe applicable to the needs of adoption/guardianship children and families. The staff shall possess a Master's degree in the Human Services field or a related field of study.
- C.7.2 All staff must have an annual physical evaluation. The written medical evaluation should indicate that the individual is free from any medical conditions that would be harmful to the target population. A written copy of the medical evaluation must be placed in the employee's H.R. File and available for review and request by CA.
- C.7.3 The Contractor shall recruit all staff, contractors and/or volunteers necessary to perform all tasks outlined in this contract. Direct services staff shall reflect the population, cultural, and ethnicity of the population being served.
- C.7.4 The Contractor shall ensure that all staff, contractors and volunteers be fully trained, qualified, experienced, licensed or certified, as appropriate to function within the scope of the requirements of this contract.
- C.7.5 The Contractor shall require all staff, contractors or volunteers providing services to children and families to have at minimum a Master's Degree in the Human Services field, and have sufficient training and experience in adoptions, guardianship, foster care and knowledge of human behavior.

- C.7.6 The Contractor shall provide a minimum of forty (40) hours of initial training for all staff, in areas related to their respective positions. The contractor shall ensure that all staff members providing direct services to clients receive thirty (30) hours of in-service training annually.
- C.7.7 The Contractor shall ensure that the staff and all potential sub-contractors and volunteers are knowledgeable about adoption, guardianship and foster care related issues.
- C.7.8 The Contractor shall notify CA immediately of any key personnel changes and a report as how duties will be covered in absence of those persons. The notification shall include documentation supporting the candidates experience and qualifications. CFSA reserves the right to accept or reject the proposed candidates for key personnel.
- C.7.9 The Contractor shall ensure all staff, volunteers and sub-contractors, providing work under this contract are able to read, write, speak, and understand English proficiently, and have a contingency plan to meet the language needs of the non-English speaking population, and the hearing impaired.

## **C.8 SCOPE OF WORK – POST PERMANENCY SERVICES: AGGREGATE GROUP 2**

- C.8.1 The Contractor shall provide Pre and Post Permanency Services to the children who are committed to the Child and Family Services agency with a permanency goal of adoption or guardianship.
- C.8.2 The purpose of these services is to provide therapeutic support, guidance, education, and information to children who are committed to the District of Columbia Child and Family Services Agency or who have been adopted or finalized a guardianship in the District of Columbia.
- C.8.3 This includes a broad range of supportive services to assist children and families in transitioning towards permanency; in diffusing crisis and preventing disruptions/dissolution. The overall target population includes:
  - C.8.3.1 Children who have been adopted or had a guardianship petition finalized in the District of Columbia;
  - C.8.3.2 Families who have adopted or obtained guardianship of children through the District of Columbia Child Welfare System;
  - C.8.3.3 Children waiting adoptive/guardianship placement;
  - C.8.3.4 Families awaiting finalization of the adoption/guardianship process;
  - C.8.3.5 Families needing post adoption or post guardianship finalization support;
  - C.8.3.6 Families who are interested in adopting children or relatives who are interested in obtaining guardianship in the District of Columbia and Adults who have achieved permanency through adoption/guardianship from the District of Columbia Child; and

- C.8.3.7 Adults who had achieved permanency through adoption/guardianship from the District of Columbia Welfare System.
- C.8.8.8 Birth parents whose children have achieved permanency through adoption/guardianship from the District of Columbia.

## **C.9 DEFINITIONS**

- C.9.1 Crisis Intervention: The Contractor shall provide immediate assessment and time limited intervention and or treatment in life threatening or volatile situations to reduce the safety risk. The Contractor shall connect the family to the appropriate provider to meet the needs of the family.
- C.9.2 Family and Individual Counseling: The Contractor shall provide therapeutic mental health counseling to families and children to address issues challenging family communication, integration and other dynamics unique to adoptive and guardianship families to prevent disruption.
- C.9.3 Support Groups for Parents and Children: The Contractor shall provide educational and recreational group experiences that bring families and children together who share the experience of the adoption/guardianship process and are family focused.
- C.9.4 Advocacy: Information and Referral Services to assist families in navigating, understanding and accessing appropriate services through community and private service providers to meet the needs of their child and or family. These services include but are not limited to educational, medical, social and mental health services.
- C.9.5 Respite Care: Respite care services are supportive services designed to provide parent(s) or guardian(s) with a period of temporary, short term, planned relief, thereby enhancing their ability to continue parenting. At the very core of respite is the concept that its use will strengthen families and reduce the likelihood of crisis and possible disruptions.
- C.9.6 Training for Families and Community Partners: The Contractor shall provide training opportunities to families, children, mental health providers, education systems, social and medical providers, and the community that would enrich or enhance their understanding of the needs and services of this unique population.
- C.9.7 Case Management Services: The Contractor shall provide services to stabilize volatile family situations, develop short term intervention plans, and connect families to on-going services and support systems.
- C.9.8 Intake: Is a process that shall provide an initial assessment in order to determine the family's or individual's eligibility for services; assess the presenting issues and needs; provides an overview of services; assigns and coordinating future therapeutic services; incorporating information received through the Crisis help line; and register the new client in the database;

- C.9.9 Database: To be approved by the CA and available for review upon request.
- C.9.10 Assessment and Referral: The Contractor shall contact the client within twenty (24) hours after receipt of a referral to provide the standard information and to begin the assessment. This process shall be managed by the completion of the Adoptive/Guardianship Family Assessment Form, which shall be developed by the Contractor. All forms must pre-approved by the CFSA Program Monitor.
- C.9.11 Implementation of Services: The Contractor shall determine the services of greatest benefit. The Contractor shall track the client's progress over the course of their involvement with the Post Permanency Family Center specified in section C.11.3.5.
- C.9.12 Integrated Family Therapy: Therapeutic services that are provided to children who have been matched with a prospective adoptive/guardianship family for the purpose of achieving permanency. The goal of Integration Family Therapy is to help the family to incorporate a child into the family and to help the family function as a cohesive unit. This is accomplished by helping the parents identify and master the special task related to parenting children who exhibit issues pertaining to abuse, neglect and/or family trauma.

## **C.10 BACKGROUND**

- C.10.1 The current Post Permanency Family Center ("PPFC") was established to meet the needs of individuals and families in various stages of the adoption process. The mission of PPFC has grown to include pre and post adoption/guardianship services. Its target population has been expanded to include birth parents and those children that achieve permanency through guardianship.
- C.10.2 The purpose of PPFC is to empower and support children, families and professionals in the adoption/guardianship community within the Washington, D.C. Metropolitan area. The Post Permanency Family Center offers therapeutic services to children and families before, during and after their adoption/guardianship petitions have been finalized. PPFC also links families to supportive community resources offers support groups for children and families and training for parents and professionals related to permanency issues. Referrals and communication with the Post Permanency Family Center will be coordinated by the Child and Family Service Agency Post Permanency staff.

## **C.11 REQUIREMENTS**

- C.11.1 The Contractor shall provide Post Permanency Services, which include, but are not limited to, the following: Crisis Intervention, Family and Individual Counseling, Integrated Family Therapy, Support Groups, Advocacy, Training and Case Management (short term). The services shall be implemented in the following manner:

## C.11.2 REFERRAL AND INTAKE PROCESS

The Contractor shall design a referral and intake process for children and families who are waiting adoptive/guardianship placements; in the process of having their adoptions/guardianships finalized; and or whose adoptions or guardianship have been finalized in the District of Columbia. The Contractor shall make an initial assessment and determine whether the family or individual meets the eligibility criteria. This referral and intake process must meet the following criteria:

- C.11.2.1 The Contractor shall design a tracking system of all referrals received, to include the disposition of those referrals, and follow up to the referral source within thirty (30) days of the outcome.
- C.11.2.2 The Database shall be approved by CA and available for review upon request.
- C.11.2.3 The Contractor shall ensure that all referrals are assigned and contact made with the client within twenty-four (24) hours of receipt of the referral.

## C.11.3 INFORMATION AND REFERRAL

### C.11.3.1 Telephone/E-mail

- C.11.3.1.1 The Contractor shall develop an information and referral process to support children and families.
- C.11.3.1.2 The Contractor shall ensure that there is a minimum of three (3) telephone lines, in addition to a toll free telephone line, a minimum of four (4) computers, and other related equipment dedicated to support this service.
- C.11.3.1.3 The Contractor shall ensure that there is an adequate staff comprised of trained employees, contractors, and/or volunteers to attend to this service during normal hours of operation, and an electronic capability to respond during non-operating hours.
- C.11.3.1.4 The Contractor shall ensure that all telephone attendants are skilled listeners with good communication skills, knowledge of target population served, and the sensitivity to understand and assess each caller's needs.
- C.11.3.1.5 The Contractor shall ensure that the staff has the ability to make referrals to appropriate community resources which include but are not limited to mental health service, medical service providers, educational support, legal support and respite care services.
- C.11.3.1.6 The Contractor shall develop a resource directory which contains resources in the Washington D.C. Metropolitan area to meet the needs of the target population and ensure the target population has access to this resource directory.
- C.11.3.1.7 The Contractor shall ensure that there is access to the Internet, including e-mail capability and the ability to communicate with the hearing/speech impaired and those who have limited usage of the English language.

### C.11.3.2 Website Maintenance and Capabilities

C.11.3.2.1 The Contractor shall maintain an electronic web site for publication of current and on-going information regarding adoption/guardianship services in the District of Columbia. In the development and/or maintenance and operation of the Post Permanency Family Center's website, the following minimum features/capabilities are expected:

- C.11.3.2.1.1 The Mission and Philosophy of the Center
- C.11.3.2.1.2 Key Management Staff names, titles, and contact information
- C.11.3.2.1.3 Intake and Referral contact sheet (form) for the purpose of requesting adoption/guardianship related information (Feature will have auto time/date and response capability twenty-four (24) hours).
- C.11.3.2.1.4 Information links to other DC programs and services
- C.11.3.2.1.5 Links to the District of Columbia CFSA Website (include CFSA Main Web Address)
- C.11.3.2.1.6 Links to collateral services (Links to DC Government Main Web Address)
- C.11.3.2.1.7 Post Permanency Family Center's educational and training resources.
- C.11.3.2.1.8 Description of the Center's volunteer services programs.
- C.11.3.2.1.9 Other website capabilities includes;
  - a. Applicable Post Permanency Family Center forms and applications
  - b. Monthly reports; for example website usage, special events, speaker conferences, volunteer activities/ recognitions and staffing announcements.
  - c. Periodic reports; for example demographics of population served.
  - d. CFSA and the Post Permanency Family Center surveys/questionnaires and results.
  - e. Opportunities and methods for making donations to the Post Permanency Family Center.
  - f. Methods for submitting suggestions for the delivery of services
  - g. Information on the Post Permanency Family Center's Crisis Help Line and CFSA Hot Line features.
  - h. The website shall have some minimum Spanish language capabilities and advisory information
  - i. On-line Resource Manual.

C.11.3.2.2 The Post Permanency Resource Center's website shall have access capabilities by sixty-days (60) after contract award and be fully operational within 90 days after contract award.

### C.11.3.3 Crisis Help Line

C.11.3.3.1 The Contractor shall establish a Crisis Help Line to provide crisis counseling by telephone to clients and provide referral information about local agencies and organizations that may offer additional or more intensive services.

C.11.3.3.2 The Crisis Help Line should instruct families on what to do in case of an emergency.

C.11.3.3.3 The Contractor shall ensure that the Help Line operates toll-free twenty-four (24) hours a day, seven (7) days a week.

- C.11.3.3.4 The Contractor shall render services to clients who wish to remain anonymous; all calls must be kept confidential. However, whenever information is obtained that indicates a child has been/is being abused or neglected. The Contractor shall ensure that this information is immediately reported to the child protection agency in the appropriate jurisdiction.
- C.11.3.3.5 All staff, contract employees, and volunteers who operate the Crisis Line shall have completed a minimum of twenty-four (24) hours of Crisis Management training and be able to provide information/referrals to each caller's specific needs.
- C.11.3.3.6 The Contractor shall ensure that all telephone attendants are skilled listeners with good communication skills, knowledge of target population served, and the sensitivity to understand and assess each caller's needs.
- C.11.3.3.7 The Crisis Help Line shall maintain logs of all calls, which shall include the date, time, and the caller's identifying concern(s), question(s). The log shall also include recommendation(s) and referrals provided by the Post Permanency Family Center.
- C.11.3.3.8 The Crisis Help Line shall be marketed and/or announced through the Post Permanency Family Center's custom brochures for this purpose. These brochures, shall be made available to children, families, community partners and, social workers at all agencies providing child welfare services in the District of Columbia.
- C.11.3.4 Resource Manual
- C.11.3.4.1 The Contractor shall develop a Resource Manual identifying providers in the Washington, D.C. Metropolitan area to meet the needs of the child (ren) and/or families.
- C.11.3.4.2 The Resource Manual shall include but not limited to providers in the areas of mental health, medical, educational, social, and legal.
- C.11.3.5 Tracking
- C.11.3.5.1 The Contractor shall provide a monthly progress report to the CA, which shall indicate steps taken toward the implementation of the Post Permanency Family Center, accomplishments during the reporting period, identification of barriers, plans to address barriers and further development of the Post Permanency Family Center.
- C.11.3.5.2 The Contractor shall provide a Comprehensive Annual Report by September 1, which shall include but not be limited to the following:
- Number and type of Group/Support Group Meetings
  - Number of Families/Children Served
  - Source of inquiry; location (jurisdiction) and individual (parent, child, family member, other, etc.)
  - Method of inquiry: phone internet, walk-in, referral, etc.
  - Date referral received, services requested, date action taken, date of disposition
  - Number of home visits conducted for initial assessment



- Number of home visits conducted for short term therapy
- Number of Adoption and Guardianship Disruptions/Dissolution
- Number of Adoption and Guardianship Disruption prevented
- Number of children in Guardianship or Adoption status returned to foster care in respective jurisdictions
- Number of cases where short term Case Management is provided to children and families.
- Number and type training provided to the families.
- Number of contacts with families within a 24 hour period for all non-emergency cases
- Number of children and families successfully matched with services
- Number of children and families requesting services that were unavailable.
- Number of families requesting and referred to respite care services.

#### C.11.3.6 Face-To-Face Counseling

C.11.3.6.1 The Contractor shall provide face-to-face counseling to all persons who are currently or were previously involved in the adoption/guardianship process in the District of Columbia.

C.11.3.6.2 The Contractor shall provide individual, family, and group counseling to clients as it relates to issues regarding adoption/guardianship and family related issues.

C.11.3.6.3 The Contractor shall ensure that all Counselors are professionally trained and can make appropriate referrals to professional experts on psychological issues related to adoptions/guardianship, such as reactive attachment disorder.

C.11.3.6.4 The Contractor shall identify and provide a list of therapist to CFSA that will provide therapeutic services, such as Attachment and Family Therapy to the identified population.

C.11.3.6.5 The center staff shall facilitate adoption/guardianship disruption conferences and act as advocate intermediaries in such cases.

C.11.3.6.6 The Contractor shall refer the child, children and families to the appropriate service providers for non adoption related therapeutic concerns and services. Children and Families should be referred to therapeutic provides who accept District of Columbia and or Maryland Medicaid.

#### C.11.3.7 Group Meetings/Support Groups/Advocacy

C.11.3.7.1 The Contractor shall provide staff to facilitate all group meetings and to ensure that meetings maintain focus.

C.11.3.7.2 The Contractor shall provide adequate space to allow children and families the opportunities to discuss issues as they relate to adoption, guardianship, birth family search, rejection, grief and loss, and abandonment issues.

C.11.3.7.3 The Contractor shall facilitate such group meetings for children and families.

C.11.3.7.4 The Contractor shall be responsible for providing information about various Adoption/Guardianship and reunion support groups.

- C.11.3.7.5 The Contractor shall act as facilitators for guest speakers who share experience from the perspective of the adopted person, birth parent (s), and/or adoptive parent.
- C.11.3.7.6 The Contractor shall provide assistance for adopted persons and birth parents that require help and support to approach persons they have been seeking.
- C.11.3.7.7 The Contractor shall provide supportive services shall also be provided to adoptive parents who assist adopted children in the search process.
- C.11.3.7.8 The Contactor shall advocate on behalf of clients and families to address issues identified by the family.
- C.11.3.7.9 The Contractor shall identify and refer families seeking respite services.
- C.11.3.8 Respite Care Services
  - C.11.3.8.1 The Contractor shall develop a roster of resources that can provide respite care services to families.
  - C.11.3.8.2 The Contractor shall develop therapeutic day respite program that provides information, support and structure for children who have been adoption or finalized a guardianship in the District of Columbia.
- C.11.3.9 Reference Library
  - C.11.3.9.1 The Contractor shall make available reference books, cassette tapes, videos, compact discs and digital video device (DVD) relating to a myriad of adoption, guardianship and foster care issues. These materials may be acquired through gifts, donations, purchases, or private acquisition. All purchases using DC Government funds shall be tagged as property of CFSA.
  - C.11.3.9.2 The Contractor shall also instruct the target population where permanency related materials can be purchased or located (i.e. bookstore, publisher, and internet).
  - C.11.3.9.3 The Reference Library and its resources should be located at the Post Permanency Family Center in a space specifically identified for that purpose.
- C.11.3.10 Training Programs
  - C.11.3.10.1 The Contractor shall provide educational forums for families and community partners.
  - C.11.3.10.2 The Contractor shall refer the target population to appropriate community resources for Training. Payment for such training shall be made by the individual or family. The Child and Family Services Agency shall not be responsible for any such payments. If training is not found through community resources the Contractor shall design a sufficient training programs to address permanency related issues.
  - C.11.3.10.3 Training not offered through community resources must be pre-approved by the CA.

- C.11.3.10.4 The Contractor shall ensure that key staff is provided ongoing training on permanency related issues in order to meet the needs of the target population.

## **C.12 STAFFING REQUIREMENTS**

- C.12.1 The Contractor shall recruit all staff, contractors and/or volunteers necessary to perform all tasks outlined in this contract. Direct services staff shall reflect the population, cultural, and ethnicity of the population being served.
- C.12.2 The Contractor shall require all staff, contractors and volunteers providing services to children and families to have at minimum a Master's Degree in the Human Services field, and have sufficient training and experience in adoptions, guardianship, foster care and knowledge of human behavior.
- C.12.3 The Contractor shall provide a minimum of forty (40) hours of initial training for all staff, in areas related to their respective positions. The contractor shall ensure that all staff members providing direct services to clients receive thirty (30) hours of in-service training annually.
- C.12.4 The Contractor shall ensure that the staff and all potential sub-contractors and volunteers are possess a understanding of the laws, rules, and the policies and procedures that govern adoption, guardianship and the Child Welfare System. The Contractor shall ensure that the staff, sub-contractors and volunteers are knowledgeable of all current services and interventions that maybe applicable to the needs of adoption/guardianship children and families. The staff shall possess a Master's degree in the Human Services field or a related field of study.
- C.12.5 The Contractor shall maintain written job descriptions covering all positions funded under this contract, as well as for those occupied by sub-contractors and volunteers. The job descriptions will include education, experience, and/or licensing/certification criteria, description of duties and responsibilities, hour of work, salary range and performance evaluation criteria. Such documentation must be maintained at all times and be available for inspection by CFSA officials upon request.
- C.12.6 The Contractor shall maintain a current organization chart for all functions funded under the Contract which displays organizational relationships and demonstrates who has the responsibility for administrative oversight and program supervision. Such documentation must be maintained at all times and be available for inspection by CFSA officials upon request.
- C.12.7 The Contractor must notify CA immediately of any key personnel changes and a report as how duties will be covered in absence of that person's. The notification shall include documentation supporting the candidates experience and qualifications. CFSA reserves the right to accept or reject the proposed candidates for key personnel.
- C.12.8 The Contractor shall ensure all staff, volunteers and sub-contractors, providing work under this contract are able to read, write, speak, and understand English proficiently, and have a contingency plan to meet the language needs of the non-English speaking population, and the hearing impaired.

**C.13 SPECIFIC REQUIREMENTS FOR THE EXECUTIVE DIRECTOR**

The Contractor shall provide an Executive Director who shall be responsible for the overall operation of the Post Permanency Family Center, provide management and direction of all services required under this contract, and act as a principal liaison with CFSA, community partners and other stakeholders.

**C.13.1 Executive Director's Qualifications**

C.13.2 The Executive Director shall have a Masters degree of Social Work or related disciplines, not less than five years experience in child welfare services, and be appropriately licensed in the District of Columbia at the time of hire.

**C.14 FACILITY REQUIRMENTS**

C.14.1 The Post Permanency Family Center must be centrally located within the boundaries of the District of Columbia, preferably on the bus routes and/or Metro rail lines, and easily accessible from the surrounding Maryland and Virginia metropolitan communities.

C.14.2 At all times during the period of performance, the Contractor must be in full compliance with all licensing and building code requirements governing District of Columbia properties, including compliance with the American with Disabilities Act. Prior to contract award, the Contractor shall provide a copy of the current Certificate of Occupancy issued by the Department of Consumer and Regulatory Affairs of the proposed site.

C.14.3 The Contractor shall develop an emergency evacuation/safety plan, which shall be posted at all entry and exit doors. A copy of the evacuation/safety plan shall be available to the contract monitor upon request.

C.14.4 The Contractor shall provide office space and all related facility management services, such as janitorial services, telephone services, utilities, U.S. mail, and all other related support services to accomplish the requirements under this contract.

C.14.5 The Contractor must establish business hours that would accommodate the needs of the children and families who may seek services. This should include evening and weekend hours.

C.14.6 The Contractor shall partner with a Collaborative for the purpose of expanding Post Permanency Services in order to facilitate out reach services to children and families who are in other parts of the District and DC Metropolitan area.

C.14.7 The Contractor shall explore becoming a Free Standing Mental Health Center, which should include a part-time licensed psychiatrist who would be responsible for providing therapeutic services, supervising therapist and medication management.

C.14.8 CFSA shall transition and provide all furniture and equipment needed to accomplish the requirements under this contract. CFSA will transition all furniture and equipment within 45 days after award by providing transportation to the successful contractor location for drop off of all furniture and equipment. It is not the responsibility of CSFA to provide the manpower to setup the Center. The Contractor shall coordinate the receipt of equipment,

furniture, files and books through the CA. CFSA will only provide initial transition services.

- C.14.9 The Contractor shall provide a list of additional furniture and equipment needed in order to fulfill this contract requirement.
- C.14.10 Cost of such furniture and equipment shall be reflected in The Contractor's price proposal.
- C.14.11 All furniture, books and equipment purchased, donated or obtained after the contract is awarded shall be tagged and remain the property of CFSA.
- C.14.12 The Post Permanency Family Center facilities shall be fully operational within ninety (90) days after contract award and have minimum access capabilities by fifteen (15) days after award.
- C.14.13 CFSA will take an inventory of the existing furniture and equipment to ensure that it is in operable condition.
- C.14.14 All existing furniture and equipment shall be tagged prior to its transition to the contractor.
- C.14.15 CFSA will transfer existing case records within 10 business days after award to continue continuity of services.

## **C.15 REPORTING REQUIREMENTS**

- C.15.1 Reports required to be submitted to CFSA for this project will include reports of unusual incidents, quarterly reports of program activities, reports of center inventory, and an Annual Report.
- C.15.2 Unusual Incidents: An unusual incident is defined as any event affecting staff or Clients significantly different from the regular course of events or established procedures. Within one (1) hour of the occurrence of an unusual incident that meets the definition for mandatory reporting, Contractor will report the incident by telephone or facsimile, and follow-up within twenty- four (24) hours with a detailed written report, to the CFSA Administrator, Out of Home and Permanency Administration.
- C.15.3 Monthly Progress Report: Contractor shall provide a monthly progress report to the CA by the tenth calendar day of each month. The report shall be sufficient and comprehensive in accordance with C.11.3.5.1.
- C.15.4 Quarterly Program and Inventory Reports: Contractor shall provide quarterly reports to the CA by the 10th calendar day following the close of each three-month period. The report shall be comprehensive and in narrative form. The report shall also include statistical data requested in the monthly progress report (see C.15.3), in addition to the following:
  - A narrative on progress made in delivering the proposed resource services;
  - Interfaces with community Collaborative and other community partners;
  - Information disseminated to the general public and any responses received;
  - Staffing changes made during the reporting period along with the number of vacant positions and the length of vacancy period; and

- The Child and Family Services Agency reserves the right to request additional information on an as needed basis.

## **C.16 RECORDS**

### **C.16.1 Program Records**

C.16.1.1 At all times the Contractor shall maintain accurate records reflecting initial and periodic assessments, initial and revised service plans, and the on-going progress of each child/family in a form prescribed by CFSA

C.16.1.2 The Contractor shall have each client's record available for review at all times by CFSA staff responsible for monitoring the contract.

C.16.1.3 In the event of termination or cancellation of this contract, all files and or records shall revert to (District) CFSA ownership.

C.16.1.4 The Contractor shall ensure that all clients' records and information are maintained in a manner to ensure confidentiality.

### **C.16.2 Administrative Records**

C.16.2.1 At all times, the Contractor shall maintain current and accurate records on all administrative activities resulting from this contract, including Personnel, Contracting, Financial and Facility records.

C.16.2.2 Financial records shall be maintained consistent with generally accepted accounting principles (GAPP).

### **C.16.3 Inspection of Records**

At any time during the period under contract, the Contracting Officer may approve the inspection of any and all records maintained pursuant to it. Such inspection may take place by any authorized officials of the District of Columbia Government, or specifically, the Child and Family Services Agency, and may be announced or unannounced. In the event of announced visits, the Contractor may be granted a period not to exceed five (5) business days to prepare records for inspection.

**\*\*\* END OF SECTION C \*\*\***

## **SECTION D: PACKAGING AND MARKING**

- D.1 The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment of the Government of the District of Columbia's Standard Contract Provision for use with Supply and Services Contracts, dated March 2007.

**\* \* \* END OF SECTION D \* \* \***

## **SECTION E: INSPECTION AND ACCEPTANCE**

- E.1 Inspection and acceptance requirements for the resultant contract shall be governed by Clause 6, “Inspection of Services” of the Government of the District of Columbia’s Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

**\* \* \* END OF SECTION E \* \* \***



**SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES****F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of one (1) year with (four) additional one (1) year option periods, from the date of award specified on the cover page of this contract.

**F.2 OPTION TO EXTEND TERM OF THE AGREEMENT**

F.2.1 The District Government may extend the term of this contract for a period of four (4) one (1) year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver notice to the Contracting Officer prior of the contract.

F.2.2 If the District exercises this option, the extended agreement shall be considered to include this option provision.

F.2.3 The price for the period(s) shall be as specified in Section B of the contract.

F.2.4 The total duration of this including the exercise of any options under this clause, shall not exceed five (5) years.

**F.3 DELIVERABLES**

F.3.1 The Contractor shall have records, reports, and any other data and program information available to the CFSA via paper, electronic or in the form of observation, through on-site visits conducted by CFSA Representatives.

F.3.1 The Contractor shall submit a monthly activity report in a format prescribed by CFSA, which includes, but is not limited to the driver's daily log and the unusual incident report. These reports are due to the CFSA CA within five (5) days after the end of each month.

F.3.2 The Contractor shall submit a written final report to CA and the Adoptions Services Division Program Manager no later than thirty (30) days after the end of the contract period, summarizing all service delivery data.

F.3.4 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to section G.3.2.

**F.4 DELIVERABLES**

| Section         | Deliverable                             | Qty.      | Format/Method of Delivery | Due Date                                                                 | To Whom |
|-----------------|-----------------------------------------|-----------|---------------------------|--------------------------------------------------------------------------|---------|
| C.5.1           | Monthly Report                          | TBD by CA | Hard Copy                 | 10 <sup>th</sup> of each month                                           | CA      |
| C.5.3           | Comprehensive Annual Report             | TBD by CA | Hard Copy                 | 30 days after the end of the contract period                             | CA      |
| C.5.6<br>C.15.2 | Unusual Incidents Report                | TBD by CA | Telephone, or facsimile   | Within one (1) hour                                                      | CA      |
| C.15.3          | Monthly Progress Report                 | TBD by CA | Hard Copy                 | 10 <sup>th</sup> of each month                                           | CA      |
| C.15.4          | Quarterly Program and Inventory Reports | TBD by CA | Hard Copy                 | 10 <sup>th</sup> calendar day following the close of three months period | CA      |

**\*\*\* END OF SECTION F \*\*\***

## **SECTION G - CONTRACT ADMINISTRATION**

### **G.1 INVOICE PAYMENT**

- G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2 In accordance with the Quick Payment Act, D.C. Official Code § 2-221.02, payment shall be made within forty-five (45) days from the date of receipt of a properly submitted invoice, after all approvals are completed as required by the PASS system. CFSA will only pay the Contractor for performing the services under this contract at the prices stated in Section B.

### **G.2 INVOICE SUBMITTAL**

- G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contract Administrator (CA) specified in Section G.9 below. The address of the CFO is:

Child and Family Services Agency  
Fiscal Operation Administration  
400 6th Street, SW, 2nd Floor  
Washington, D.C. 20024  
Email: [cfsa.accountspayable@dc.gov](mailto:cfsa.accountspayable@dc.gov)

- G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1 Contractor's name, Federal tax ID and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- G.2.2.2 Contract number and invoice number;
- G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed.
- G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6 Name, title, phone number of person preparing the invoice;
- G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8 Authorized signature.

**G.3 ORDERING CLAUSE**

- G.3.1 Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.
- G.3.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- G.3.3 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

**G.4 THE QUICK PAYMENT CLAUSE****G.4.1 Interest Penalties to Contractors**

- G.4.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:
- a) the 3rd day after the required payment date for meat or a meat product;
  - b) the 5th day after the required payment date for an agricultural commodity; or
  - c) the 15th day after the required payment date for any other item.
- G.4.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.
- G.4.2 Payments to Subcontractors
- G.4.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:
- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
  - b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
- G.4.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month.

No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.4.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.4.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

## **G.5 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

G.5.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.3.5.

G.5.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

## **G.6 ASSIGNMENT OF CONTRACT PAYMENTS**

G.6.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.6.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.6.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated \_\_\_\_\_, make payment of this invoice to

\_\_\_\_\_  
(name and address of assignee).

## **G.7 CONTRACTING OFFICER (CO)**

Contracts may be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Tara Sigamoni  
Contracts and Procurement Administration  
Child and Family Services Agency  
955 L'Enfant Plaza, SW  
Washington, DC 20024  
(202) 724-5300  
[tara.sigamoni@dc.gov](mailto:tara.sigamoni@dc.gov)

## **G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER (CO)**

- G.8.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

## **G.9 CONTRACT ADMINISTRATOR (CA)**

- G.9.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
  - G.9.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
  - G.9.1.2 Coordinating site entry for Contractor personnel, if applicable;
  - G.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
  - G.9.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
  - G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.2 The address and telephone number of the CA is:

Sharon Knight  
Program Manager  
Adoption Services Division I  
Child and Family Services  
400 Sixth Street, S.E., Suite 3042  
Washington, DC 20024  
Telephone: (202) 727-3655  
[sharon.knight@dc.gov](mailto:sharon.knight@dc.gov)

G.9.3 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**\* \* \* END OF SECTION G \* \* \***

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 8, dated May 26, 2009) issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.2 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the CO before the Contractor, any of its officers, agents, employees or subcontractor, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

### **H.3 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

### **H.4 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

H.4.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.4.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.



H.4.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services (“DOES”) for jobs created as a result of this contract. The DOES shall be the Contractor’s first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

## **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. (“First Source Act”).

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of (6) District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;
  - (b) Social security number;
  - (c) Job title;
  - (d) Hire date;
  - (e) Residence; and
  - (f) Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the CO the Contractor’s compliance with section H.5.4 of this clause;  
or

- (2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:
  - (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources;
  - (c) Advertisement of job openings listed with DOES and other referral sources; and
  - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The CO may waive the provisions of section H.5.4 if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

## **H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 et seq.

## **H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability.

See 42 U.S.C. §12101 et seq.

**H.8 WAY TO WORK AMENDMENT ACT OF 2006**

- H.8.1 Except as described in H.8. 8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 et seq.) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the CFSA website at [www.cfsa.dc.gov](http://www.cfsa.dc.gov).
- H.8.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4 The Department of Employment Services may adjust the living wage annually and the CFSA will publish the current living wage rate on its website at [www.cfsa.dc.gov](http://www.cfsa.dc.gov).
- H.8.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 et seq.

**H.8.8 The requirements of the Living Wage Act of 2006 do not apply to:**

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**H.8.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

**H.9 SUBCONTRACTING REQUIREMENTS****H.9.1 Mandatory Subcontracting Requirements**

**H.9.1.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

- H.9.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- H.9.1.3 A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

H.9.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its bid, a notarized statement detailing its subcontracting plan. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder is required to subcontract, but fails to submit a subcontracting plan with its bid. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.9.2.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.2 A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.9.2.5 A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.9.2.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.9.2.8 A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and

H.9.2.9 A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

H.9.3 Subcontracting Plan Compliance Reporting. If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21<sup>st</sup> of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

H.9.3.1 The dollar amount of the contract or procurement;

H.9.3.2 A brief description of the goods procured or the services contracted for;

H.9.3.3 The name of the business enterprise from which the goods were procured or services contracted;

H.9.3.4 Whether the subcontractors to the contract are currently certified business enterprises;

H.9.3.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.9.3.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.9.3.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

#### H.9.4 Enforcement and Penalties for Breach of Subcontracting Plan

H.9.4.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

H.9.4.2 There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.9.4.3 A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

### **H.10 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

The Contractor shall submit with its bid listing of key personnel, who will be considered essential to the work being performed hereunder, see Section L.20. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to

permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

#### **H.11 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH**

- H.11.1 A contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 et seq.), as amended (in this section, the “Act”), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for the following positions: any position that may have direct or unsupervised contact with any CFSA children or youth.
- H.11.2 The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the following positions: any position that may have direct or unsupervised contact with any CFSA children or youth.
- H.11.3 The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.
- H.11.4 The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.
- H.11.5 The Contractor shall obtain from each applicant, employee and unsupervised volunteer:
- (A) a written authorization which authorizes the District to conduct a criminal background check;
  - (B) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;
  - (C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
    - (i) Murder, attempted murder, manslaughter, or arson;
    - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
    - (iii) Burglary;
    - (iv) Robbery;
    - (v) Kidnapping;
    - (vi) Illegal use or possession of a firearm;

- (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
    - (viii) Child abuse or cruelty to children; or
    - (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;
  - (D) a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
  - (E) a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.
- H.11.6 The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.
- H.11.7 Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:
- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;
  - (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.11.5(C);
  - (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
  - (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
  - (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.
- H.11.8 The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.



- H.11.9 Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.
- H.11.10 The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles DMV) (or designee), who shall be responsible for conducting traffic record checks.
- H.11.11 The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.
- H.11.12 The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.
- H.11.13 The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.11.14 The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.11.15 The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- H.11.16 Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections H.11.1 and H.11.2.
- H.11.17 An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.
- H.11.18 The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.
- H.11.19 If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.
- H.11.20 Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The

Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.

## **H.12 ETHICAL OBLIGATIONS AND LEGAL CONFLICTS OF INTEREST**

- H.12.1 An attorney-client relationship will exist between the District and any attorney who performs work under the contract, as well as between the District and the firm of any attorney who performs work under the contract. The D.C. Rules of Professional Conduct (RPC) and the ethical rules of any other jurisdiction in which work is performed are binding on the Contractor. The parties agree that the District may have a contractual cause of action based on violation of such rules, in addition to any other remedies available.
- H.12.2 In addition to the prohibitions contained in the RPC and the ethical rules of any other jurisdiction in which work is performed, the Contractor agrees that it shall recognize that in the performance of the contract it may receive certain information submitted to the District government on a proprietary basis by third parties, information which relates to potential or actual claims against the District government, or information which relates to matters in dispute or litigation. Unless the District consents to a particular disclosure, the Contractor shall use such information exclusively in the performance of the contract and shall forever hold inviolate and protect from disclosure all such information, except disclosures required by applicable law or court order. The Contractor also agrees that, to the extent it is permitted to disclose such information, it will make such disclosures only to those individuals who need to know such information in order to perform required tasks in their official capacity and will restrict access to such information to such individuals.
- H.12.3 Before any contractor can be retained to perform legal services under the contract, on behalf of the District government, the Attorney General for the District of Columbia must review and waive all actual or potential direct and indirect conflicts of interest pursuant to RPC 1.6, 1.7, 1.8, 1.9 and 1.10. After notice of its selection, each prospective contractor shall provide the Attorney General with the following: (1) a written statement that there exists no Rule 1.7(a) direct conflict of interest regarding the work to be performed under the contract; (2) a written description of all actual or potential conflicts of interest regarding the work to be performed under the contract that require waiver pursuant to Rule 1.7(b) because the contractor represents another client in a matter adverse to any of the following: (i) the District government agency or instrumentality to be represented under the contract; (ii) the District government as a whole; or (iii) any other agency or instrumentality of the District government (for this purpose, under D.C. Bar Legal Ethics Committee Opinion No. 268, a representation of a private client against a discrete government agency or instrumentality can have government-wide implications and thus constitute a representation adverse to the government as a whole pursuant to the RPC); and (3) a written description of all representations of clients who are or will be adverse to the District government with regard to the work to be performed under the contract, whether or not such representations are related to the matter for which the work is to be performed under the contract.
- H.12.4 The Attorney General generally does not grant prospective conflict of interest waivers, except in certain pro bono matters. Thus, in addition to the prohibitions contained in the RPC and the ethical rules of any other jurisdiction in which work is performed under the contract, without the consent of the Attorney General, the Contractor shall not represent any party other than the District in any disputes, negotiations, proceedings or litigation adverse to any agency or instrumentality of the District government or the District government as a whole, including, but

not limited to, matters related to the work to be performed under the Contract. The Contractor shall notify the Attorney General immediately, in writing, of any potential conflicts of interest (as defined in the RPC) that arise during the period that the Contractor is performing work under the contract. The Attorney General makes every attempt to be reasonable in deciding whether or not to consent to a conflict of interest and usually makes this decision promptly after receiving notice and sufficient information regarding the conflict. If the Attorney General does not waive a conflict of interest, the Contractor shall undertake immediate action to eliminate the source of any such conflict of interest.

- H.12.5 Before any contractor can be retained pursuant to the contract, the Attorney General for the District of Columbia must review all actual, direct and potential conflicts of interest on behalf of the District government in light of D.C. Bar Rules of Professional Conduct ("RPC") 1.6, 1.7, 1.8, 1.9 and 1.10. Each prospective contractor shall provide the Attorney General with written notice of all actual or potential direct and indirect conflicts of interest in which the Contractor represents (or may represent) another client with interests adverse to the District government agency to be represented as well as against the District government as a whole. For this purpose, under D.C. Bar Legal Ethics Committee Opinion No. 268, attached as Attachment J.X hereto, a representation of a private client against a discrete government agency can have government-wide implications and thus qualify under the RPC as being against the government as a whole, including the individual agency that the private firm represents. In that situation, the private firm would be required to notify the Attorney General of the existence of a conflict under RPC 1.7 and obtain consent to such representation and waiver of the conflict. The Attorney General makes every attempt to be reasonable in deciding whether or not to consent to a conflict and usually makes this decision promptly after receiving notice of the conflict.

### **H.13 HIPAA PRIVACY COMPLIANCE**

#### **H.13.1 (1) Definitions**

- (a) Business Associate. "Business Associate" shall mean Contractor.
- (b) Covered Entity. "Covered Entity" shall mean District of Columbia's Child and Family Services Agency.
- (c) Designated Record Set means:
  - 1. A group of records maintained by or for Covered Entity that is:
    - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
    - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 Used, in whole or in part, by or for Covered Entity to make decisions about individuals.
  - 2. For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for Covered Entity.
- (d) Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (e) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (f) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the

information created or received by Business Associate from or on behalf of Covered Entity.

- (g) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- (h) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(2) Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required By Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Clause.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.
- (e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (f) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner mutually agreed to, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- (g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual.
- (h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Covered Entity, or to the Secretary, in a time and manner mutually agreed to or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner mutually agreed to, information collected in accordance with Section (i) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(3) Permitted Uses and Disclosures by Business Associate

- (a) Refer to underlying services agreement:

Except as otherwise limited in this Clause, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this HCA, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

- (b) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (c) Except as otherwise limited in this Clause, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- (e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j) (1).

(4) Obligations of Covered Entity

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

(5) Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

(6) Term and Termination

- (a) Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of HCA award, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

- (b) Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Clause by Business Associate, Covered Entity shall either:
  - (1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the HCA if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
  - (2) Immediately terminate the HCA if Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
  - (3) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (c) Effect of Termination.
  - (1) Except as provided in paragraph (2) of this section, upon termination of the HCA, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  - (2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
- (7) Miscellaneous
  - (a) Regulatory References. A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended.
  - (b) Amendment. The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
  - (c) Survival. The respective rights and obligations of Business Associate under Section (6) of this Clause and Sections 9 and 20 of the Standard HCA Provisions for use with District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the HCA.
  - (d) Interpretation. Any ambiguity in this Clause shall be resolved to permit Covered Entity to comply with the Privacy Rule.

**H.14 STAFF CLEARANCES**

- H.14.1 The Contractor shall ensure that all staff, sub-contractors, and or volunteers have been cleared through the Child Protection Registry where they have resided, been employed or had significant contact with for the past ten years. Child Protective Services (CPS) clearances must be up-dated annually.
- H.14.2 The Contractor shall ensure that all staff, sub-contractors, and or volunteers have been cleared through the Federal Bureau of Investigation and the State Police Department (s) in the jurisdiction in which they have resided, been employed, or had significant contact within the past eighteen years. State Clearance must be up-dated annually.
- H.14.3 Staff shall not have any prior criminal record of convictions for child abuse, neglect, molestation, rape, sexual abuse, drug usage, drug involvement, felony conviction, or any crime pertaining to children.
- H.14.4 Within thirty (30) days of contract award and whenever new staff or volunteers are recruited, the Contractor shall submit to the CA a copy of their Criminal and Child Protection Registry Clearance to ensure that staff do not possess any neglect abuse or criminal history, and current health certificates for each person to establish the absence of any communicable diseases.

**H.15 RECORD MAINTENANCE**

- H.15.1 The Contractor shall maintain written job descriptions covering all positions funded under the contract, as well as for those occupied by sub-contractors and volunteers. The job descriptions will include education, experience, and/or licensing/certification criteria, description of duties and responsibilities, hour of work, salary range and performance evaluation criteria. Such documentation must be maintained at all times and be available for inspection by CFSA officials upon request.
- H.15.2 The Contractor shall maintain a current organization chart for all functions funded under the Contract which displays organizational relationships and demonstrates who has the responsibility for administrative oversight and program supervision. Such documentation must be maintained at all times and be available for inspection by CFSA officials upon request.

**\*\*\* END OF SECTION H \*\*\***

## **SECTION I – CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to [www.cfsa.dc.gov](http://www.cfsa.dc.gov), click on Contracting Opportunities under the heading “Public Library”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

### **I.3 CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

### **I.4 TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

### **I.5 RIGHTS IN DATA**

- I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- I.5.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations.



"Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless (i) the data is marked by the Contractor with the following legend:

#### RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract  
No. \_\_\_\_\_ with \_\_\_\_\_

(Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

- I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

**I.6 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

**I.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

**I.8 INSURANCE**

A. GENERAL REQUIREMENTS: The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.
5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$2,000,000 per occurrence for each wrongful act and \$2,000,000 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

6. Crime Insurance (3<sup>rd</sup> Party Indemnity). The Contractor shall provide a 3<sup>rd</sup> Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$1,000,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
7. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.

- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is Accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Tara Sigamoni  
955 L'Enfant Plaza, S.W.  
North Building, Suit 5200  
Washington, DC 20024  
(202) 724-5300  
[tara.sigamoni@dc.gov](mailto:tara.sigamoni@dc.gov)

- H. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

## **I.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any bidder who has not satisfied the equal employment requirements.

**I.10 ORDER OF PRECEDENCE**

The contract awarded as a result of this IFB will contain the following clause:

I.10.1 A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) IFB, as amended
- (6) Bid

**I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

**I.12 GOVERNING LAW**

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

**\* \* \* END OF SECTION I \* \* \***

**SECTION J: LIST OF ATTACHMENTS**

The following list of attachments is incorporated into the solicitation by reference. *The following incorporated attachments located at [www.cfsa.dc.gov](http://www.cfsa.dc.gov) Contracting Opportunities; Procurement Library however, J.3, J.4 and J.7 shall be completed and submitted along with bid package).*

| <b>Attachment Number</b> | <b>Document</b>                                                                                                                   |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| <b>J.1</b>               | Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) |
| <b>J.2</b>               | U.S. Department of Labor Wage Determination No 2005-2103, Revision No. 10 dated June15, 2010                                      |
| <b>J.3</b>               | Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85                      |
| <b>J.4</b>               | Department of Employment Services First Source Employment Agreement                                                               |
| <b>J.5</b>               | Way to Work Amendment Act of 2006 - Living Wage Notice                                                                            |
| <b>J.6</b>               | Way to Work Amendment Act of 2006 - Living Wage Fact Sheet                                                                        |
| <b>J.7</b>               | Tax Certification Affidavit                                                                                                       |

**\*\*\* END OF SECTION J \*\*\***

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS****K.1 TYPE OF BUSINESS ORGANIZATION**

K.1.1 The bidder, by checking the applicable line, represents that

It operates as:

- ☐ a corporation incorporated under the laws of the state of \_\_\_\_\_  
☐ an individual,  
☐ a partnership,  
☐ a nonprofit organization, or  
☐ a joint venture.

If the bidder is a foreign entity, it operates as:

- ☐ an individual,  
☐ a joint venture, or  
☐ a corporation registered for business in (Country)

**K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the bidder for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Bidder \_\_\_\_\_ has \_\_\_\_\_ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Bidder \_\_\_\_\_ has \_\_\_\_\_ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-bidders. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)



**K.3 BUY AMERICAN CERTIFICATION**

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the SCP, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

\_\_\_\_\_EXCLUDED END PRODUCTS

\_\_\_\_\_COUNTRY OF ORIGIN

**K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each bidder shall check one of the following:

\_\_\_\_\_ No person listed in clause 13 of the SCP (Attachment J.1), “District Employees Not To Benefit” will benefit from this contract.

\_\_\_\_\_ The following person(s) listed in clause 13 of the SCP (Attachment J.1) may benefit from this contract. For each person listed, attach the affidavit required by clause 13

\_\_\_\_\_  
\_\_\_\_\_

**K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(a) Each signature of the bidder is considered to be a certification by the signatory that:

1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:

- (i) those prices
- (ii) the intention to submit a contract, or
- (iii) the methods or factors used to calculate the prices in the contract.

2) The prices in this contract have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before contract opening unless otherwise required by law; and

3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory:

1) Is the person in the bidder’s organization responsible for determining the prices being

offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

- 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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(insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's organization);

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
  - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

#### **K.6 TAX CERTIFICATION**

Each bidder must submit with its bid, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.7.

#### **K.7 CERTIFICATION OF ELIGIBILITY**

The bidder's signature shall be considered a certification by the signatory that the bidder, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Indicate below any exception to your certification of eligibility and to whom it applies, their position in the bidder's organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the bidder. Providing false information may result in criminal prosecution or administrative sanctions.

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**\* \* \* END OF SECTION K \* \* \***

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS****L.1 METHOD OF AWARD**

L.1.1 The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

L.1.2 Aggregate Award Group

Award, if made, will be to a single bidder in the aggregate for those groups of items indicated by "Aggregate Award Group" herein. Bidder must quote unit prices on each item within each group to receive consideration.

**L.2 PREPARATION AND SUBMISSION OF BIDS**

L.2.1 Bidders shall submit a signed original and two (2) copies as specified in Section A.9. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. Each bid shall be submitted as specified in Section A.3 in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. CFSA-10-I-0007".

L.2.2 The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

L.2.3 The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.

L.2.4 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.2.5 The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs in section B.4 will render the bid non-responsive and disqualify a bid.

**L.3 FAMILIARIZATION WITH CONDITIONS**

Bidders shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which the work is to be accomplished. Bidders will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

**L.4 BID SUBMISSION DATE AND TIME**

Bids must be submitted no later than 2:00 p.m. local time on July 9, 2010 as specified in Section A.9.

**L.5 WITHDRAWAL OR MODIFICATION OF BIDS**

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

**L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

L.6.1 Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are “late” and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; or
- b. The bid or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

**L.6.2 Postmarks**

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

**L.6.3 Late Submissions**

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

**L.6.4 Late Modifications**

A late modification of a successful bid which makes its terms more favorable to the District will be considered at any time it is received and may be accepted.

**L.6.5 Late Bids**

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

**L.7 HAND DELIVERY OR MAILING OF BIDS**

Bidders must deliver or mail their bids to the address in Section A.8 of the cover page.

**L.8 ERRORS IN BIDS**

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

**L.9 QUESTIONS ABOUT THE SOLICITATION**

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the CO. The prospective bidder shall submit questions no later than 10 days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 5 days before the date set for submission of bids. The District will furnish responses promptly to all prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

**L.10 FAILURE TO SUBMIT BIDS**

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the CO, [insert agency name, address and telephone number], by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, [insert agency name], of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the CO, [insert agency name], that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.11 BID PROTESTS**

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals

Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

## **L.12 SIGNING OF BIDS**

- L.12.1 The bidder shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.
- L.12.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

## **L.13 ACKNOWLEDGMENT OF AMENDMENTS**

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized representative. The District must receive the acknowledgment by the date and time specified for receipt of bids. A bidder's failure to acknowledge an amendment may result in rejection of its bid.

## **L.14 BIDS WITH OPTION YEARS**

The bidder shall include option year prices in its bid. A bid may be determined to be nonresponsive if it does not include option year pricing.

## **L.15 LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

- L.15.1 Name, address, telephone number and federal tax identification number of bidder;
- L.15.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

- L.15.3 If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

## **L.16 BID OPENING**

The District shall publicly open bids submitted in response to this IFB. The District shall read aloud or otherwise make available the name of each bidder, the bid price, and other information that is deemed appropriate.

## **L.17 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

Tara Sigamoni, Agency Chief Contracting Officer  
Contracts and Procurement Administration  
Child and Family Services Agency  
955 L'Enfant Plaza, SW,  
North Building, Suite 5200  
Washington, DC 20024  
tara.sigamoni@dc.gov  
202-724-5300

## **L.18 GENERAL STANDARDS OF RESPONSIBILITY**

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

- L.18.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.18.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.18.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them. Contractor must have a minimum of five years of experience in providing the services enumerated herein.
- L.18.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.18.5 Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.18.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.



L.18.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

L.18.8 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

## **L.19 CANCELLATION CEILING**

In the event of cancellation of the contract because of nonappropriation for any subsequent fiscal years or any option years, there shall be a cancellation ceiling of [insert dollar amount] dollars representing reasonable preproduction and other non-recurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

## **L.20 KEY PERSONNEL**

L.20.1 The bidder shall set forth in its bid the names and reporting relationships of the key personnel will be use to perform the work under the proposed contract. The bidder shall include in its bid a resume for each key personnel and the hours that each will devote to the contract in total and broken down by task.

**\*\*\* END OF SECTION L\*\*\***

## **SECTION M: EVALUATION FACTORS**

### **M.1. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 et seq. (the Act), the District shall apply preferences in evaluating bids from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

#### **M.1.1 Subcontracting Requirements**

If the prime contractor subcontracts any portion of the work under this contract, the prime contractor shall meet the following subcontracting requirements:

- M.1.1.1** At least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises; or
- M.1.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph M.1.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

#### **M.1.2 Application of Preferences**

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

- M.1.2.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this IFB.
- M.1.2.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this IFB.
- M.1.2.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to this IFB.
- M.1.2.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this IFB.

M.1.2.5 Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this IFB.

M.1.2.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this IFB.

### M.1.3 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

### M.1.4 Preferences for Certified Joint Ventures

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

### M.1.5 Verification of Bidder's Certification as a Certified Business Enterprise

M.1.5.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The contracting officer will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.

M.1.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW, Suite 970N  
Washington DC 20001

M.1.5.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

### M.1.6 Subcontracting Plan

If the prime contractor intends to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.1.1. The prime contractor responding to this solicitation which intends to subcontract shall be required to submit with its bid, a notarized statement detailing its subcontracting plan. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder intends to subcontract in accordance with the provisions of section M.1.1, but fails to submit a subcontracting plan with its bid. Once the plan is approved by the contracting officer, changes to the plan will only occur with the prior written approval of the contracting officer and the Director of DSLBD. Each

subcontracting plan shall include the following:

- M.1.6.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.1.6.2 A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.1.6.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- M.1.6.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- M.1.6.5 A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- M.1.6.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the CO, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.1.6.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the CO, and submit periodic reports, as requested by the CO, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- M.1.6.8 A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- M.1.6.9 A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

#### M.1.7 Compliance Reports

By the 21st of every month following the execution of the contract, the prime contractor shall submit to the CO and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

- M.1.7.1 The dollar amount of the contract or procurement;
- M.1.7.2 A brief description of the goods procured or the services contracted for;
- M.1.7.3 The name and address of the business enterprise from which the goods were procured or services contracted;
- M.1.7.4 Whether the subcontractors to the contract are currently certified business enterprises;

- M.1.7.5 The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
  - M.1.7.6 A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.1.1; and
  - M.1.7.7 A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in section M.1.1.
- M.1.8 Enforcement and Penalties for Breach of Subcontracting Plan
- M.1.8.1 If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the contracting officer and the Director of DSLBD, and the contracting officer determines the contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
  - M.1.8.2 In addition, the willful breach by a contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.

## **M.2 EVALUATION OF OPTION YEARS**

The District will evaluate bids for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

**\*\*\* END OF SECTION M \*\*\***